

# Affiliate / Referral Agreement

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**Document ID:** VC-LEGAL-008 **Title:** Affiliate / Referral Agreement **Version:** 1.0-draft **Last updated:** 2026-05-15 **Publisher:** Algoshred Technologies Private Limited (Burdenoff Group) **Canonical location:** <https://burdenoff.com/contracts/vibecontrols/VC-LEGAL-008> **Burdenoff Group Contract Registry** — root at <https://burdenoff.com/contracts> (one subgroup per product). The contracts referenced in this document belong to the **VibeControls subgroup** at <https://burdenoff.com/contracts/vibecontrols/>. Every referenced contract is identified by its Document ID ( VC - LEGAL - ### / VC - PRICING - ### ) and incorporated by reference.

**Status:** TEMPLATE / DRAFT **Provider:** Algoshred Technologies Private Limited ("Algoshred") **Counterparty:** the individual or entity that registers for the VibeControls Affiliate Program ("Affiliate") **Related document:** **VC-PRICING-AFFILIATE** — Affiliate Revenue Guide

This Agreement governs Affiliate's participation in the VibeControls Affiliate Program. It is a **lead-generation** program. It does not authorise Affiliate to resell, modify, or offer professional services for the Service — Partner / Reseller and SOW arrangements are governed by separate agreements.

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## 1. Acceptance and eligibility

1.1 By submitting an Affiliate application and clicking "I accept", or by participating in the Program, Affiliate accepts this Agreement.

1.2 Affiliate must (a) be of legal contracting age in its jurisdiction (18+ in India), (b) maintain content/channel(s) that comply with this Agreement, (c) provide accurate billing/tax information, and (d) be approved by Algoshred. Algoshred may reject or remove applicants at its sole discretion.

1.3 Affiliate may not enrol if it is an employee or agent of Algoshred, an existing Authorized Reseller for the same opportunity, or a sanctioned party.

## 2. Tracking and attribution

2.1 Each Affiliate is issued a unique tracking link / coupon. A referral is attributed to Affiliate when (a) a prospect clicks Affiliate's link and (b) signs up or purchases within the **cookie window** (default **45 days**, modifiable by Algoshred at the affiliate platform level).

2.2 Last-touch attribution applies unless otherwise stated in the Program rules.

2.3 Affiliate must not (a) stuff cookies, (b) iframe Algoshred sites, (c) use misleading or unauthorised brand bidding on Algoshred trademarks, (d) bid on Algoshred branded keywords on search engines, or (e) self-refer or refer immediate family / commonly controlled entities.

## 3. Rewards

3.1 Rewards are computed on **collected Net Revenue** in line with **VC-PRICING-AFFILIATE** — Affiliate Revenue Guide (defaults: 20% Hobby up to \$25 cap, 20% Pro up to \$100 cap, 10% Team up to \$1,000 cap, first 12 months; add-ons 10% for 3 months up to \$250). Enterprise, public-sector, dedicated tenant, self-hosted, and reseller-led deals are excluded from automatic affiliate payouts.

3.2 Rewards apply only to **new** End Customer accounts that pay valid Fees and remain active through the qualifying period (e.g., 30 days for self-serve plans), and are net of refunds, chargebacks and credits.

3.3 Affiliate is responsible for any taxes payable on its rewards, including GST (Indian Affiliates), TDS, income tax, and equivalents elsewhere. Algoshred may withhold tax as required by law (e.g., Section 194H / 194-O of the Income-tax Act, 1961 for Indian Affiliates).

3.4 Minimum payout threshold and payout cadence: typically **\$50** equivalent, paid **monthly within 30 days of month-end**, by the payout method selected on the affiliate platform. Below threshold balances carry forward.

## 4. Affiliate obligations

Affiliate shall:

- comply with applicable laws including consumer protection, advertising standards, anti-spam (CAN-SPAM, GDPR e-Privacy, India TRAI UCC Regulations), and tax;
- disclose its affiliate relationship in published content as required by applicable rules (e.g., FTC endorsement guides; ASCI Influencer Guidelines in India);
- accurately describe the Service; not make warranties or claims that exceed Algoshred's official statements;
- not use Algoshred trademarks except as permitted under brand guidelines and only to identify Algoshred as the referred service;
- not use VibeControls coupon codes for self-referral, paid coupon sites, or fraud;
- not use traffic obtained through malware, adware, deceptive redirects, or click farms.

## 5. Prohibited claims and content

Affiliate shall not:

- imply that the Service is endorsed by any government, regulator or certification body unless documented;
- guarantee uptime or compliance beyond what Algoshred publishes;
- target audiences under 18; or
- promote in jurisdictions where this would violate local law.

## 6. Algoshred rights

6.1 Algoshred may suspend or terminate Affiliate at any time for breach, suspected fraud, brand risk, sanctions concerns, or sustained low quality.

6.2 Algoshred may withhold, deduct, or claw back rewards for fraudulent activity, refunds, chargebacks, or breach of this Agreement.

6.3 Algoshred may modify the Program rules (commission rates, cookie window, eligible plans) with **30 days' notice**.

## 7. Intellectual property and licence

Algoshred grants Affiliate a non-exclusive, non-transferable, revocable licence to use the Algoshred name and approved logos solely to refer customers in accordance with brand guidelines. No other rights are granted.

## 8. Data protection

8.1 Affiliate shall not collect Personal Data of prospects on Algoshred's behalf (the Program operates on click-based attribution, not lead lists).

8.2 If Affiliate operates a mailing list or community, Affiliate is the Controller / Data Fiduciary for that list and is responsible for compliance with DPDP / GDPR.

## 9. Termination

9.1 Either party may terminate this Agreement at any time, for any reason, on written notice (which may be by email to the email on file).

9.2 On termination, Affiliate must remove all use of Algoshred trademarks within 14 days. Pending rewards on already-collected Net Revenue accrue but are subject to claw-back per Section 6.

## 10. Liability and disclaimers

10.1 The Program is provided **AS IS**. Algoshred disclaims warranties beyond those required by law.

10.2 Algoshred's aggregate liability under or in connection with this Agreement is capped at the rewards paid or payable to Affiliate during the **3 months** preceding the claim.

10.3 In no event is either party liable for indirect, special, incidental or consequential damages.

## 11. Compliance, sanctions, anti-bribery

Affiliate shall comply with the Prevention of Corruption Act, 1988, FCPA, UK Bribery Act, and applicable sanctions and export laws.

## 12. Governing law and dispute resolution

**Per MSA §15 — Indian law; Chennai-seated arbitration; courts of Chennai for residual matters and consumer rights preserved.**

## Reference and incorporation

All Burdenoff Group contracts, addenda, exhibits, policies and registers referenced in this document are identified by their **Document ID** ( B0FF-LEGAL-### or B0FF-PRICING-### ) and are published at <https://burdenoff.com/contracts>. Each such referenced document is incorporated into this document by reference. The version of a referenced document that applies is the version published at <https://burdenoff.com/contracts> as at the Effective Date of the applicable Order Form (or, where no Order Form exists, the version current at the date of acceptance), unless an executed Order Form specifies a frozen version.